

AGENCY AGREEMENT INSTRUCTIONS

1. Students are responsible to ensure that a current, valid, and signed agency agreement is in place (or in the process of being approved) between the Ball State University School of Nursing and the institution at which a clinical experience will be held. In those cases where a student's preceptor is employed at a different facility than the student's clinical site, it is important to note that the agency agreement required is between the Ball State School of Nursing and the CLINICAL SITE only.
2. If students have questions concerning whether an agreement with a desired clinical site already exists, they should contact the School of Nursing Graduate Program Secretary or Administrative Coordinator for verification. Only the School of Nursing administrative offices have accurate information about the status of agency agreements. Students' instructors do not have access to current information on agency agreements.
3. If a student needs to secure a new agency agreement, the attached form is provided for your convenience. If an agency wishes to use an agreement of their own in place of this standard Ball State agreement, a copy of that agency agreement should be forwarded to the School of Nursing for review as soon as possible, preferably by email (nursing@bsu.edu).
4. If a student needs to secure a new agency agreement, and uses the attached standard Ball State agreement, the following guidelines should be followed:
 - a) The agency's name should be CLEARLY printed on the appropriate lines on the front page of the agreement.
 - b) ALL information on the last page of the agreement must be completed and CLEARLY printed, including an agreement execution date.
 - c) The agency agreement must be **signed by an individual authorized to enter into a legal contract** with Ball State University on behalf of the clinical site. In most cases, this will NOT be a student's preceptor. Please check with the administrative offices of the clinical site before submitting a signed agency agreement to the School of Nursing.
 - d) The individual signing the agency agreement on behalf of the clinical site, should sign their name, date the document, and CLEARLY PRINT THEIR NAME AND TITLE in the spaces provided.

5. All information on this instruction sheet must be completed.
6. All agency agreements, whether the standard Ball State agreement or a clinical site's own agreement, should be mailed along to the School of Nursing with your completed clinical paperwork.

Agency Contact Person for Agreement-Related Issues (Please print clearly or type.)

Name: _____
Title: _____
Email: _____
Phone: _____ Fax: _____

Student Submitting Agency Agreement (Please print clearly or type.)

Name: _____
Clinical Course Number: _____ Clinical Course Semester: _____
Email: _____
Anticipated Start Date of Clinical Experience: _____

**AGREEMENT BETWEEN
BALL STATE UNIVERSITY SCHOOL OF NURSING
BACCALAUREATE, RN TO BS, MASTER’S, AND POST-MASTER’S PROGRAMS
AND**

(Agency name)

WHEREAS, **Ball State University School of Nursing** (hereinafter referred to as “**University/School**”) desires to utilize the facilities of _____ (hereinafter referred to as “**Agency**”), for the education of its Baccalaureate, RN to BS, Master’s, and Post-Master’s nursing students with the supervision and teaching of **University/School** faculty; and

WHEREAS, the Agency believes the Agency education and clinical experience of nursing students is necessary and important and will be promoted by making available the use of certain of its facilities according to the terms and conditions stated below.

NOW THEREFORE, the parties hereby agree as follows:

The parties agree that each of the parties has the status of an independent contractor. Each party shall retain responsibility for its agents, employees, and other persons under its control or supervision and shall agree to indemnify and hold the other party harmless to the extent permitted by law, from any and all claims, actions and proceedings, judicial or otherwise, judgments, damages, costs, expenses, and reasonable attorneys’ fees, arising from or in connection with its respective responsibilities under this Agreement, but only in proportion to an extent such liability, loss, expense, attorneys’ fees or claims for injury or damages are caused by or result from the negligent acts or omissions of the indemnifying party, its officers, agents, employees, or other persons under its control or supervision that occur during performance of the Agreement.

Both parties acknowledge that the University may perform certain criminal background checks of incoming students to the School of Nursing, and that the University will provide copies of said criminal background checks and drug screen to the Agency upon request.

The parties further acknowledge that the University may utilize different criteria in its standards for admission of students to the School of Nursing than those used by the Agency for clinical placement. Upon request, the University will provide the Agency with documentation of the criminal history checks of its students for the Agency to evaluate in order make a determination regarding the placement of a student in the particular clinical setting. Should the Agency require additional criminal history checks or drug screening in its evaluation of students for placement in a clinical setting, the Agency shall provide a written notice of its specific requirement.

- I. The specific responsibilities of the **Agency** are:
 - A. To provide practicum/clinical experiences for nursing students.
 - B. To provide observational opportunities in the various areas of the Agency as may be arranged by Agency and **University/School**.

- C. To provide faculty and student orientation covering Agency policies, procedures, safety, infection control, fire safety, and disaster plan.
- D. To provide access to Agency policies for faculty and students.
- E. To provide conference room space and access to the agency library when available.
- F. To provide assistance in obtaining emergency health care services at the student's or faculty's expense, if needed, during the clinical education experience.
- G. To participate in on-going and final evaluation of the practicum/precepted experience.
- H. To have the right to demand the immediate removal of any student from its premises, upon a determination by the Agency management that the student poses a threat to the health, safety, or welfare of the Agency's patients, clients, or personnel or to the orderly business function of the Agency.
- I. The Agency may require **University/School** to relieve a faculty whose behavior, health status, or level of clinical ability to supervise students is, in the Agency's sole opinion, detrimental to the operation of the Agency and/or to the proper rendition of quality care to the Agency's patients/clients.
- J. To provide NO remuneration to faculty or students during the clinical experience.
- K. To retain the responsibility for the supervision and care of all Agency patients/clients.

II. The specific responsibilities of the **University/School** are:

- A. To assure that all students and faculty have professional liability insurance coverage through the University throughout the term of this Agreement.
- B. To provide Agency, upon request, with a copy of the Certificate of Insurance for all nursing students enrolled in the nursing programs with the Agreement and annual renewal.
- C. To arrange with Agency for observation and/or nursing practicum/precepted experience.
- D. To provide qualified licensed faculty to teach all prescribed clinical courses in the Program.
- E. To provide direction to qualified Agency personnel who might be assisting with portions of the clinical teaching and/or supervision.
- F. To provide Agency personnel with interpretation of curriculum, clinical course objectives/outcomes, content, and clinical policies and supervision, guidance and evaluation of assigned students.
- G. To comply with all policies and procedures relative to patient/client care, legal considerations, quality assurance/risk management and safety established by Agency.
- H. To verify an annual negative tuberculin skin test or if positive, a negative chest X-ray; Hepatitis B immunization status; and physical exam prior to entry into the nursing program.
- I. To determine, if applicable, that students have and maintain throughout the term of this Agreement current unencumbered license(s) to practice as registered nurses in state(s) of practice.

III. Term of Agreement

This Agreement shall be effective upon its execution for one year beginning _____ . This Agreement shall be automatically renewed each year unless either party requests in writing, a modification in, or termination of, the Agreement.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be executed by their respective authorized officers as of the day, the month, and the year as stated in the first paragraph of this agreement.

Ball State University

Agency

Director, School of Nursing

Printed name, title

Date

Signature

Date

V.P. for Business Affairs

Printed name, title

Date

Signature

Date

Agency Address _____

Agency Telephone (____) _____

Agency Accreditation _____

Agency Certified Beds _____ or Number of Clients Served _____

Print Form